## Kahrl Wutscher LLP

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Via Regular Mail

July 1, 2009

Sylvester & Diane E. Hixson c/o Joshua N. Bleichman Bleichman & Klein 268 Route 59 West

SpringValley, NY 10977

RE: **Purported Qualified Written Request** 

Borrower: Sylvester & Diane E. Hixson

Property Location: 9 Pauline Ct., Hillcrest, NY 10977

Loan No. 1269

Dear Mr. and Mrs. Hixson:

This law firm represents Aurora Loan Services LLC ("Aurora") in connection with the abovereferenced matter. This is not an attempt to collect a debt. This letter responds to your purported "qualified written request" dated May 22, 2009, a copy of which is included here for your ease of reference.

As you know, Aurora has previously provided you with extensive information and disclosures regarding the loan or debt referenced above. Nevertheless, please read the following disclosures carefully:

This law firm and its lawyers are not debt collectors, and this is not an attempt to collect any debt. However, any information obtained may be used for the purposes of debt collection.

As of June 22, 2009, the amount of the debt was \$444,349.15. A copy of the payoff statement for this debt is included with this letter, and includes important additional information.

Please send any payment to Aurora, at the address indicated on the enclosed payoff statement.

Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater than the amount shown above. Hence, if you pay the amount shown above, an adjustment may be necessary after Aurora receives your payment, in which event Aurora will inform you before depositing any check for collection.

For further information, please contact:

Aurora Customer Service 2617 College Park Post Office Box 1706 Scottsbluff, Nebraska 69363-1706 Telephone: (800) 550-0508

Unless you dispute the validity of the debt, or any portion thereof, within 30 days after receipt of this notice, the debt will be assumed to be valid.

Aurora has the right to enforce the Note evidencing the debt, and has the right to receive payment of the debt for and on behalf of the owner of the debt.

The name of the current owner of the debt is: U.S. BANK NATIONAL ASSOCIATION, as Trustee, One Federal Street, Third Floor, Boston, Massachusetts 02110.

We include with this letter various documents verifying and evidencing the debt, including but not limited to copies of the note, security instrument, payoff statement, and payment history.

The name and address of the original creditor is: First Magnus Financial Corporation, An Arizona Corporation, 603 North Wilmot Road, Tucson, AZ 85711.

As you know, Section 6 of RESPA (12 U.S.C. § 2605) requires that a "qualified written request" must relate to the servicing of the subject loan, and should include a statement of the reasons the borrower believes the account is in error. Many of your questions do not relate to the servicing of this particular loan, and request documents rather than information as allowed by the statute. Similarly, please note that Aurora is only the servicer of the subject loan, that the questions and allegations relating to the origination of the loan are not within its purview, and that in any event you should submit a loan modification application in accordance with the instructions provided. In fact, your letter fails to allege that any specific error exists with respect to the servicing of the loan, but instead makes generalized, conclusory allegations primarily regarding the lending industry as a whole.

To the extent that statements in your letter consist of allegations of wrongdoing of any nature by Aurora or otherwise, all such allegations are denied.

Nevertheless, subject to and without waiving any objections, Aurora responds to your requests as follows:

## **DOCUMENTS REQUESTS**

**Request:** 1) A complete and itemized statement of the loan history from the date of the loan to the date of this letter including, but not limited to, all receipts by way of payment or otherwise and charges to the loan in whatever form. This life of the loan transactional history should include the date of each and every debit and credit to any account related to this loan, whether

restricted or not restricted, the nature and purpose of each such debit and credit, and the name and address of the payee of any type of disbursement related to this account.

**Response:** Subject to and without waiving any objections, please see the payoff statement, loan history and other documents enclosed with this letter. Should you have any questions, or require assistance with interpreting and comprehending the documents provided, please call or contact the undersigned.

**Request:** 2) A complete and itemized statement of all advances or charges against this loan for any purpose that are not reflected on the life of loan history transaction statement provided in answer to question #1.

**Response:** Subject to and without waiving any objections, please see the loan history and other documents enclosed with this letter. Should you have any questions, or require assistance with interpreting and comprehending the documents provided, please call or contact the undersigned.

**Request:** 3) A complete and itemized statement of the escrow account of the loan, if any, from the date of the loan to the date of this letter, including, but not limited to, any receipts or disbursements with respect to real estate property taxes, fire or hazard insurance, flood insurance, mortgage insurance, credit insurance, purchase mortgage, or any other insurance product.

**Response:** Subject to and without waiving any objections, please see the documents enclosed with this letter, if any are responsive to this concern. If any additional documents are located, they will be forwarded to you under separate cover.

**Request:** 4) Have you purchased and charged to the account any Vendor Single Interest Insurance?

**Response:** Subject to and without waiving any objections, please see the documents enclosed with this letter, if any are responsive to this concern. If any additional documents are located, they will be forwarded to you under separate cover.

**Request:** 5) A complete and itemized statement from the date of the loan to the date of this letter of any forced-placed insurance and expenses related thereto, related in any way to this loan.

Response: Subject to and without waiving any objections, please see the loan history and other documents enclosed with this letter. If you have any questions concerning any specific entry on the loan history, please do not hesitate to contact the Aurora employee identified at the end of this letter.

**Request:** 6) A complete and itemized statement from the date of the loan to the date of this letter of any suspense account entries and/or any corporate advance entries related in any way to this loan.

Response: Subject to and without waiving any objections, please see the loan history and other documents enclosed with this letter, if any are responsive to this concern.

**Request:** 7) A complete and itemized statement from the date of the loan to the date of this letter of any property inspection fees, property preservation fees, broker opinion fees, appraisal fees, bankruptcy monitoring fees, or other similar fees or expenses related in any way to this loan.

Response: Subject to and without waiving any objections, please see the loan history and other documents enclosed with this letter, if any are responsive to this concern.

**Request:** 8) Identify the provision under the Deed of Trust and/or note that authorizes charging each and every such fee against the loan of the debtor.

Response: Subject to and without waiving any objections, Aurora refers to the copy of the Borrower's Note and Security Instrument enclosed with this letter; specifically, without limitation, see paragraphs 5, 14 and 19 of the Security Instrument, and, without limitation, paragraph 7 of the Note.

Request: 9) Please attach copies of all property inspection reports and appraisals.

Objection: This request does not appear to relate to any issue(s) raised by you with respect to the servicing of the subject loan. Subject to and without waiving any objections, Aurora refers to the documents enclosed with this letter.

**Request:** 10) A complete copy of any key loan transaction report or reports and any reports indicating any charges for any "add on products" sold to the debtors in connection with this loan from the date of the loan to the date of this letter.

Objection: This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "key loan transaction report" or "add on products," and therefore is and therefore is not able to respond to this request without further clarification from you. Subject to and without waiving any objections, Aurora refers to the information and documents enclosed with this letter and requests that you provide further clarification in order that we may determine whether additional response is warranted.

**Request:** 11) A complete and itemized statement of any and all post-petition arrears including each month in which the default occurred, and the amount of each monthly default.

**Response:** Subject to and without waiving any objections, please see the loan history and other documents enclosed with this letter.

**Request:** 12) A complete and itemized statement of any late charges added to this loan from the date of this loan to the date of this letter.

Response: Subject to and without waiving any objections, please see the loan history and other documents enclosed with this letter.

Request: 13) The amount, if applicable, of any "satisfaction fees."

**Response:** Subject to and without waiving any objections, please see the loan history and other documents enclosed with this letter.

**Request:** 14) A complete and itemized statement from the date of the loan to the date of this letter of any fees incurred to modify, extend, or amend the loan or to defer any payment or payments due under the terms of the loan.

Response: Subject to and without waiving any objections, please see the loan history and other documents enclosed with this letter.

Request: 15) The current amount needed to pay-off the loan in full.

Response: Subject to and without waiving any objections, Aurora refers to the payoff statement, loan history and other documents enclosed with this letter.

**Request:** 16) A full and complete comprehensible definitional dictionary of all transaction codes and other similar terms used in the statements requested above.

Objection: This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "definitional dictionary" and therefore is not able to respond to this request without further clarification from you. Aurora also states that this request does not appear to relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Subject to and without waiving any objections, Aurora requests that you provide a draft confidentiality agreement for review. Should you have any questions, or require assistance with interpreting and comprehending any specific entry on the loan history, please call or contact Aurora at the phone/address identified at the end of this letter.

**Request:** 17) A complete and itemized statement of any funds deposited in any post-petition suspense account(s) or corporate advance account(s), including, but not limited to, the balance in any such account or accounts and the nature, source and date of any and all funds deposited in such account or accounts.

Response: Subject to and without waiving any objections, Aurora refers to the loan history and other documents enclosed with this letter.

**Request:** 18) A complete and itemized statement from the date of this loan to the date of this letter of the amount, payment date, purpose and recipient of all foreclosure expenses, NSF check charges, legal fees, attorney fees, professional fees and other expenses and costs that have been charged against or assessed to this mortgage.

**Response:** Subject to and without waiving any objections, Aurora refers to the loan history and other documents enclosed with this letter.

**Request:** 19) A complete and itemized statement of the amount, payment date, purpose and recipient of all fees for the preparation and filing of the original proof of claim, any amended proofs of claim or any supplemental proofs of claim related to this case.

**Response:** Subject to and without waiving any objections, Aurora refers to the loan history and other documents enclosed with this letter.

**Request:** 20) The full name, address and telephone number of the current holder of the original mortgage note including the name, address and phone number of any trustee or other fiduciary. This request is being made pursuant to Section 1641 (f) (2) of the Truth in Lending Act, which requires the servicer to identify the holder of the debt.

Response: Subject to and without waiving any objections, Aurora states that it is the holder and/or custodian of the Note and loan documents, and that these documents are maintained in a highly safe and secure manner; the current owner of the loan is identified in the disclosures above.

**Request:** 21) The name, address and telephone number of any master servicers, servicers, subservicers, contingency servicers, back-up servicers or special servicers for the underlying mortgage debt.

**Objection:** This request is vague, ambiguous and unintelligible. Aurora is not able to discern the time and scope with respect to the question presented and therefore is not able to respond to this request without further clarification from you. Nevertheless, subject to and without waiving any objections, Aurora states that it is the current servicer, master servicer and/or sub-servicer of this loan; with respect to the servicing rights, please refer to the correspondence informing you of the transfer of servicing rights, servicing disclosures, MERS history, and other documents included with this letter, if any are responsive to this concern.

**Request:** 22) A copy of any mortgage Pooling and Servicing Agreement and all Disclosure Statements provided to any Investors with respect to any mortgage-backed security trust or other special purpose vehicle related to the said Agreement and any and all Amendments and Supplements thereto.

Objection: This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "Pooling and Service Agreement," and therefore is not able to respond to this request without further clarification from you. Aurora states that the documents requested, if they exist, may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Aurora also states that the information requested does not appear to relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be publicly available and the borrower has no privity of contract with respect to the requested agreement. Subject to and without waiving any objections, and to the extent a response may be necessary, Aurora refers to the information and documents publicly available through the "EDGAR" system on the United States Securities and Exchange Commission's website, <a href="http://www.sec.gov/edgar.shtml">http://www.sec.gov/edgar.shtml</a>, and requests that you provide a draft confidentiality agreement for review.

**Request:** 23) If a copy of the Pooling and Servicing Agreement has been filed with the SBC, provide a copy of SEC Form 8k and the Prospectus Supplement, SEC Form 424b5.

Objection: This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "Pooling and Servicing Agreement," and therefore is not able to respond to this request without further clarification from you. Aurora states that the documents requested, if they exist, may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Aurora also states that the information requested does not appear to relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be publicly available and the borrower has no privity of contract with respect to the requested agreement. Subject to and without waiving any objections, and to the extent a response may be necessary, Aurora refers to the information and documents publicly available through the "EDGAR" system on the United States Securities and Exchange Commission's website, <a href="http://www.sec.gov/edgar.shtml">http://www.sec.gov/edgar.shtml</a>, and requests that you provide a draft confidentiality agreement for review.

**Request:** 24) The name, address and telephone number of any Trustee under any pooling or servicing agreement related to this loan.

**Objection:** This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by this request, or the time and scope with respect to the question presented and therefore is not able to respond to this request without further clarification from you. Aurora also states that this request does not appear to relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be publicly available. Subject to and without waiving any objections, and to the extent a Response may be necessary, Aurora refers to the information and documents publicly available through the "EDGAR" system on the United States Securities and Exchange Commission's website, http://www.sec.gov/edgar.shtml, and requests that you contact Aurora at the address listed at the end of this letter.

Request: 25) A copy of the Prospectus offered to investors in the trust.

**Objection:** This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by this request, or the time and scope with respect to the question presented and therefore is not able to respond to this request without further clarification from you. Aurora also states that the information requested does not relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be publicly available. Subject to and without waiving any objections, and to the extent a Response may be necessary, Aurora refers to the information and documents publicly available through the "EDGAR" system on the United States Securities and Exchange Commission's website, <a href="http://www.sec.gov/edgar.shtml">http://www.sec.gov/edgar.shtml</a>.

**Request:** 26) Copies of all servicing, master servicing, contingency servicing, special servicing, or back-up servicing agreements with respect to this account.

**Objection:** This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "all servicing, sub-servicing, contingency servicing, special servicing, or backup servicing agreements," and therefore is not able to respond to this request without further clarification from you. Aurora also states that this request does not appear to relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Subject to and without waiving any objections, Aurora requests that you provide a draft confidentiality agreement for review.

**Request:** 27) All written loss-mitigation rules and work-out procedures and loan modifications options or programs related to any defaults regarding this loan and similar loans.

**Objection:** This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "loss-mitigation rules and work-out procedures," and therefore is not able to respond to this request without further clarification from you. Aurora also states that this request does not appear to relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Subject to and without waiving any objections, Aurora requests that you provide a draft confidentiality agreement for review.

**Request:** 28) The procedural manual used with respect to the servicing or sub-servicing of this loan.

**Objection:** This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "servicing or sub-servicing," and therefore is not able to respond to this request without further clarification from you. Aurora also states that this request does not appear to relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Subject to and without waiving any objections, Aurora requests that you provide a draft confidentiality agreement for review.

**Request:** 29) A summary of all fixed or standard legal fees approved for any form of legal services rendered in connection with this account.

**Objection:** This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "fixed" or "standard" legal fees, and therefore is not able to respond to this request without further clarification from you. Aurora also states that this request does not appear to relate to any issue(s) raised by you with respect to the servicing of the loan. Nevertheless, subject to and without waiving any objections, Aurora refers to the loan history provided with this letter and requests that you please provide further clarification in order that we may determine whether additional response is warranted.

**Request:** 30) Is this loan subject to any Electronic Tracking Agreement? If the answer is yes, then state the full name and address of the Electronic Agent and the full name and address of the Mortgage Electronic Registration system.

**Objection:** This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "Electronic Tracking System," and therefore is not able to respond to this request without further clarification from you. Aurora also states that this request does not appear to relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Subject to and without waiving any objections, Aurora requests that you provide a draft confidentiality agreement for review.

**Request:** 31) Is the servicing of this loan provided pursuant to any type of mortgage electronic registration system? If the answer is yes, then attache a copy of the mortgage electronic registration system procedures manual.

**Objection:** This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "mortgage electronic registration system," and therefore is not able to respond to this request without further clarification from you. Aurora also states that this request does not appear to relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Subject to and without waiving any objections, Aurora requests that you provide a draft confidentiality agreement for review.

**Request:** 32) A copy of the LSAMS Transaction History Report for the mortgage loan account, with a detailed description of all fee codes.

**Objection:** This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "LSAMS Transaction History Report," and therefore is not able to respond to this request without further clarification from you. Aurora also states that this request does not appear to relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Subject to and without waiving any objections, Aurora requests that you provide a draft confidentiality agreement for review.

**Request:** 33) Is this a MERS Designed Mortgage Loan? If the answer is yes, then identify the electronic agent and the type of mortgage electronic system used by the agent.

**Objection:** This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "MERS Designed Mortgage Loan," and therefore is not able to respond to this request without further clarification from you. Aurora also states that this request does not appear to relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Subject to and without waiving any objections, Aurora requests that you provide a draft confidentiality agreement for review and states that MERS can be contacted at the address and phone number listed on the enclosed Security Instrument.

**Request:** 34) Is this a mortgage part of a Mortgage Warehouse Loan? If so, then state the full name and address of the Lender and attach a copy of the Warehouse Loan Agreement.

This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "Mortgage Warehouse Loan," and therefore is not able to respond to this request without further clarification from you. Aurora also states that this request does not appear to relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Subject to and without waiving any objections, Aurora requests that you provide a draft confidentiality agreement for review.

**Request:** 35) Upon any default or notice of default, state whether or not the Mortgage Warehouse Lender has the right to override any servicers or sub-servicers and provide instructions directly to the Electronic Agent? If the answer is yes, then specifically identify the legal basis for such authority.

**Objection:** This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "servicing or sub-servicing," and therefore is not able to respond to this request without further clarification from you. Aurora also states that this request does not appear to relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Subject to and without waiving any objections, Aurora requests that you provide a draft confidentiality agreement for review.

**Request:** 36) Is this mortgage part of a Whole Loan Sale Agreement? If the answers is yes, then state the name and address of the Purchased, Custodian, the Trustee, the Electronic Agent and any Servicer or Sub-Servicers.

**Objection:** This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the terms "Whole Loan Sale Agreement, Electronic Agen, Servicer or Sub-Servicers," and therefore is not able to respond to this request without further clarification from you. Aurora also states that this request does not appear to relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Subject to and without waiving any objections, Aurora requests that you provide a draft confidentiality agreement for review.

**Request:** 31) Please state the full name and address of any attorney you have retained to provide any legal services in this case within six (6) months of the petition date or at any time postpetition.

**Objection:** This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the terms "petition date or any time post-petition" or "in this case" and therefore is not able to respond to this request without further clarification from you. Nevertheless, subject to and without waiving any objections, Aurora refers to the loan history, Security Instrument and other documents enclosed with this letter and requests that you please provide further clarification in order that we may determine whether additional response is warranted.

For simple factual inquiries regarding the servicing of the loan(s) at issue, please contact Aurora's Customer Service Help Desk at:

Aurora Customer Service 2617 College Park Post Office Box 1706 Scottsbluff, Nebraska 69363-1706 Telephone: (800) 550-0508

Origination and the underwriting and closing of the loan transaction questions should be directed to:

Executive Communications 10350 Park Meadows Drive Littleton, Colorado 80124 Telephone (866) 420-3167

Otherwise, please contact the undersigned at the address and/or telephone number given above.

If you are interested in requesting a loan modification, please fill out the enclosed Borrower's Financial Statement, and return it to the undersigned. Also, please provide: (1) copies of the borrower's paystubs for the last two months, (2) if the borrower is self-employed, complete copies of the borrower's tax returns for the last two years; (3) copies of the borrower's complete bank statements for the last two months; and (4) a hardship letter, explaining why the borrower fell behind on the borrower's mortgage payments and how the borrower believes s/he will now be able to make those payments.

Thank you for your anticipated cooperation.

Sincerely,

Sylvia A. Foggetti Senior Counsel

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